

FISCAL NOTE FOR NON-CAPITAL PROJECTS

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Legislation Title: AN ORDINANCE related to monorail transit, authorizing the Mayor to execute an agreement with the Seattle Popular Monorail Authority to allow the non-exclusive use of certain City of Seattle streets and rights-of-way for the Seattle Monorail Green Line Project, authorizing the Mayor to execute further agreements pursuant to and consistent with that agreement, directing approvals of new monorail transit facilities to be consistent with that agreement, authorizing certain areas of the public rights-of-way to be designated as a Monorail Transit Way, and authorizing delegation of certain functions to the Monorail Review Panel.

• **Summary of the Legislation:**

This legislation authorizes an agreement granting non-exclusive use of the City's streets for the Seattle Monorail Green Line Project, subject to numerous procedural and substantive conditions.

A central objective of the agreement authorized by this legislation is to maximize the potential for the Monorail Green Line to contribute positively to the long-term economic and fiscal health of the City, while avoiding or minimizing risks of direct or indirect adverse fiscal impacts.

The Transit Way Agreement protects the City's fiscal health by:

1. Approving use of City rights-of-way for an alignment that maintains the essential transportation functions of the streets within which the Green Line will be located. The attached Table 1, Monorail Transit Way: Summary of Anticipated Changes to Rights-of-Way & Operations, summarizes the ways in which the guideway column will change City streets, sidewalks and transportation functions. Incorporating the guideway into existing streets results in various changes to sidewalk widths, lane widths, on-street parking, traffic and transit operations. In all cases, however, essential functions – such as through movement of freight through the Elliott/15th Avenue corridor, transit, general purpose and bicycle traffic through downtown Seattle, and access to local streets via 15th Avenue NW and California Avenue SW – are maintained, and adverse impacts will be mitigated through conditions of the agreement and subsequent permits.
2. Approving use of City right-of-way for a transit system that will:

- Advance the Comprehensive Plan vision by serving important neighborhood and urban center concentrations of jobs and housing, while linking people to amenities such as open space, cultural and recreational facilities
 - Catalyze community and economic development, by increasing access to these neighborhood centers and, at several station areas, developing transit stations on currently underutilized properties
 - Support implementation of neighborhood plans by improving access to and from neighborhood centers.
3. Establishing Project requirements to ensure that the system is well integrated, as to both form and function, into the transportation system and neighborhood settings, and to ensure that construction impacts are minimized and mitigated. The agreement requires SMP implementation of and compliance with the entire mitigation program presented in the Final Environmental Impact Statement for the Green Line project. The agreement also contains additional requirements for multi-modal station access, station area pedestrian improvements, transit-oriented development of key station area parcels, and construction-phase business assistance.
4. Assuring quality of design and construction through:
- The City's existing Master Use Permit process, including specific provisions for review by the Monorail Review Panel
 - A Project-specific guideway design & permitting process, including specific provisions for review by the Monorail Review Panel
 - A Project-specific West Seattle Bridge design & permitting process
 - Construction Quality & Assurance provisions.
5. Allocating Project costs such that:
- The City bears no costs of Project implementation
 - SMP must reimburse City for any incremental cost of operation, maintenance, repair or replacement of City facilities
 - SMP must fund critical station area improvements, so these do not become a City budget burden.
6. Protecting the City from risk. There are numerous risks associated with the construction and operation of a major transit system. These have been comprehensively addressed through a variety of provisions related to insurance, indemnification, termination, repair, hazardous materials, approvals required prior to construction, and others as summarized in the attached Table 2, Monorail Transit Way Agreement Risk Issues and Provisions.
- **Background:** *(Include brief description of the purpose and context of legislation and include record of previous legislation and funding history, if applicable):*

The City has worked cooperatively with the Seattle Monorail Project, and previously with the Elevated Transportation Company, throughout corridor and alignment planning to evaluate alternatives and make recommendations regarding alternatives that provide the best fit between the monorail transit system and the existing transportation system and urban environment. The Seattle Monorail Project and the U.S. Coast Guard have published a Final Environmental Impact Statement for the Green Line, and the Board of the Seattle Monorail Project has approved the Project alignment.

Amongst the numerous prior legislative actions of the City related to the Green Line are:

Resolution 30486: Stating the intent of the City of Seattle to facilitate fast, coordinated, cost-effective development of a Seattle monorail system, if a monorail plan and funding are approved by the voters, and to negotiate and enter into agreements with the future monorail authority reflecting this intent (July 2002).

Ordinance 121134: Authorizing the Mayor to execute an agreement with the Seattle Popular Monorail Authority regarding intergovernmental cooperation (April 2003).

Ordinance 121278: Providing for a permitting and approval system for monorail transit facilities as may be proposed by a city transportation authority (September 2003).

- Please check one of the following:

☐ **This legislation does not have any financial implications.** (Stop here and delete the remainder of this document prior to saving and printing.)

☒ **This legislation has financial implications.** (Please complete all relevant sections that follow.)

Appropriations: This table should reflect appropriations that are a direct result of this legislation. In the event that the project/ programs associated with this ordinance have appropriations that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below.

Fund Name and Number	Department	Budget Control Level*	2004 Appropriation	2005 Anticipated Appropriation
TOTAL				

**See budget book to obtain the appropriate Budget Control Level for your department.*

Notes: There are no appropriations resulting directly from this legislation or from execution of the Transit Way Agreement. The Executive will seek appropriation authority for future permitting and construction services activities in the 2005/06 Proposed Budget and/or future supplemental appropriations and budget legislation as the agreements subsequent to and consistent with the Transit Way Agreement are completed.

Anticipated Revenue/Reimbursement: Resulting From This Legislation: *This table should reflect revenues/reimbursements that are a direct result of this legislation. In the event that the issues/projects associated with this ordinance/resolution have revenues or reimbursements that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below the table.*

Fund Name and Number	Department	Revenue Source	2004 Revenue	2005 Revenue
TOTAL				

Notes: There are no revenues resulting directly from this legislation or from execution of the Transit Way Agreement. However, revenues are anticipated to result from the reimbursement provisions of the agreements subsequent to and consistent with the Transit Way Agreement to support the City's permitting and construction services expenditures and will be reflected in future budgets and supplemental ordinances.

Total Regular Positions Created Or Abrogated Through This Legislation, Including FTE

Impact: *This table should only reflect the actual number of positions created by this legislation. In the event that positions have been, or will be, created as a result of previous or future legislation or budget actions, please provide details in the Notes section below the table.*

Position Title and Department*	Fund Name	Fund Number	Part-Time/ Full Time	2004 Positions	2004 FTE	2005 Positions**	2005 FTE**
TOTAL							

* List each position separately

** 2005 positions and FTE are total 2005 position changes resulting from this legislation, not incremental changes. Therefore, under 2005, please be sure to include any continuing positions from 2004

Notes: No positions are created or abrogated through this legislation. At this time, it is not anticipated that new positions will result from provisions of the agreements subsequent to and consistent with the Transit Way Agreement to support the City's permitting and construction services expenditures, but the possible need for new positions will be reevaluated as those agreements are developed.

- **Do positions sunset in the future?** (If yes, identify sunset date):

N/A

Spending/Cash Flow: This table should be completed only in those cases where part or all of the funds authorized by this legislation will be spent in a different year than when they were appropriated (e.g., as in the case of certain grants and capital projects). Details surrounding spending that will occur in future years should be provided in the Notes section below the table.

Fund Name and Number	Department	Budget Control Level*	2004 Expenditures	2005 Anticipated Expenditures
TOTAL				

* See budget book to obtain the appropriate Budget Control Level for your department.

Notes:

N/A

- **What is the financial cost of not implementing the legislation?** (Estimate the costs to the City of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs if the legislation is not implemented.)

If the City does not implement this legislation, certain actions related to the transfer of the Seattle Center Monorail System and lease and consideration provisions related to the use of Seattle Center property, which are addressed in separate legislation and agreements, would not be implemented. The City would face increasing, ongoing costs of operation, maintenance and repair of the existing Seattle Center Monorail System, and would not receive revenues associated with the lease and consideration provisions for use of Seattle Center property.

- **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** (Include any potential alternatives to the proposed legislation, such as reducing fee-supported activities, identifying outside funding sources for fee-supported activities, etc.)

No alternatives are available to achieve the same objectives.

- **Is the legislation subject to public hearing requirements:** *(If yes, what public hearings have been held to date, and/or what plans are in place to hold a public hearing(s) in the future.)*

The legislation does not require a public hearing, but the City Council has expressed its intent to hold a public hearing on the legislation prior to action.

- **Other Issues** *(including long-term implications of the legislation):*

Long-term implications are discussed above in the summary of the legislation.

Please list attachments to the fiscal note below:

Table 1, Monorail Transit Way: Summary of Anticipated Changes to Rights-of-Way & Operations

Table 2, Monorail Transit Way Agreement Risk Issues and Provisions

Table 1: Monorail Transit Way: Summary of Anticipated Changes to Rights-of-Way & Operations

- Summary Reflects Typical Section/Geometry—Actual Conditions May Vary Slightly by Block
- Summary Reflects FEIS Street Design Concepts—Actual Conditions May Vary based on City’s Final Design Approvals

Segment	Sub-Segment	Guideway Alignment	Roadway Configuration	Traffic Operations	Transit Operations	Sidewalk Width	Parking
BALLARD	85 th -65 th	West (columns in existing parking/peak hour lane)	Southbound peak hour travel lanes reduced from 3 to 2	Wider thru lanes; some increased conflicts with transit & right turns; thru capacity currently constrained by next segment	No change if stops are in lane, some increased conflicts if buses use pull-outs.	Widened from 10’ to 13’-20’ (Depends on parking, bus pull-out decisions)	Some west side parking retained between columns; east side parking depends on street design decisions
	65 th -56 th	West (columns in existing sidewalk)	No change-2 peak hour travel lanes both directions	No change	No change	No change or widened from 8.5’ to 20’ (Depends on parking decisions)	Depends on street design decisions
	56 th -50 th	West (columns in existing sidewalk)	3 peak hour travel lanes maintained both directions; some reduction to lane width	No change	No change	Widened from 13’ to 17’	No change
INTERBAY	Dravus to Wheeler	West (columns in existing parking/peak hour lane)	Southbound peak hour travel lanes reduced from 3 to 2	Wider thru lanes; thru capacity currently constrained by add and drop lanes to Galer & Garfield flyovers	No change	Widened from 12’ to 25’(or 16’ with parking)	West side off-peak parking reduced or eliminated
	Garfield to Harrison	Center	Two-way left-turn lane closed to traffic	Some access requires u-turns or u-turn routes; increased thru/left-turn conflicts	No change	No change (12’)	May eliminate off-peak parking

Note: “Sidewalks” refers to area between property line and curb (may include planted areas,etc) on guideway side of street

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Segment	Sub-Segment	Guideway Alignment	Roadway Configuration	Traffic Operations	Transit Operations	Sidewalk Width	Parking
UPTOWN/ SEATTLE CENTER/ BELLTOWN	Harrison	South (columns in existing parking lane)	No change—1 thru lane each direction	Westbound thru lane widened, conflicts with parking movements may be reduced or eliminated	N/A	Widened from 15’ to 22’; utility poles eliminated (undergrounded)	Some south side parking retained, north side maintained
	Seattle Center	N/A	N/A	N/A	N/A	N/A	N/A
	5 th Avenue (Denny- Stewart)	West (columns in existing travel lane)	Travel lanes reduced from 3 to 2	Eliminates weave between existing columns; improves emergency access; future third lane could be added; some increased conflicts if buses stop in lane	No change if in- lane, some increased conflicts if buses pull out	Widened from 18’ to 24’ - 36’ (depending on street design decisions)	West side parking depends on street design decisions; east side parking lane widened
DOWNTOWN	Stewart	South/Center (columns in existing parking lane/ roadway)	Travel lanes reduced from 3 to 2 (westbound) from 2 nd to 3rd	4 th to 5 th becomes one-way westbound with wider lanes	No change—buses operate westbound	No change 3 rd to 4 th ; widened from 12’ to 21’ 2 nd to 3 rd and 4 th to 5th	Eliminated from 2 nd to 3rd
	2 nd Avenue	West (columns in existing sidewalk/ bus lane)	All travel lanes for all modes maintained	Wider thru lanes	No change	Widened from 18’ to 23’	Eliminated from east side of street
SODO	Third Avenue S	West (columns in existing parking area)	Travel lanes maintained	No change	N/A	N/A	Some parking reduction (at columns)
	Utah	West (columns in existing travel lane)	Unstriped travel lanes reduced from 32’ to 24’	No change—long spans to allow for truck movements	N/A	N/A	Some parking reduction (at columns)

Note: “Sidewalks” refers to area between property line and curb (may include planted areas,etc) on guideway side of street

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Segment	Sub-Segment	Guideway Alignment	Roadway Configuration	Traffic Operations	Transit Operations	Sidewalk Width	Parking
WEST SEATTLE	West Seattle Bridge	Center	All travel lanes & shoulders maintained	Some lanes reduced from 12’ to 11’	No change	N/A	N/A
	SW Spokane (South Roadway)*	South (columns in existing sidewalk)	One thru lane partially eliminated	HOV lane partially converted to general purpose thru lane; lanes widened	Most buses on this route become feeder buses rather than proceeding on to bridge	No pedestrian access on south side/north sidewalk widened from 8’ to 15’	N/A
	Avalon Way SW	Center (columns in existing two-way left-turn lane)	Two-way left-turn lane closed to traffic; new signalized left-turn lane at Genesee	Some access requires u-turns or u-turn routes	No change	No change	No change
	35 th SW	Center (columns in existing roadway)	All travel lanes maintained	Some access requires u-turns or u-turn routes	No change	No change except at Snoqualmie St. left turn lane	Parking eliminated
	SW Alaska	North (columns in existing parking/thru lane)	All travel lanes maintained	Some increased conflicts with transit if buses stop in lane	No change if stops are in lane, some increased conflicts if buses pull out.	Sidewalk widened from 12’ to 17’	Some parking reduction (at columns)
	California SW	West (columns in existing sidewalk/ parking lane)	All travel lanes maintained	Some increased conflicts with transit if buses stop in lane	No change if stops are in lane, some increased conflicts if buses pull out.	No change, or widened to 23’, depending on street design decisions	Reduced or eliminated on west side, depending on street design decisions

Note: “Sidewalks” refers to area between property line and curb (may include planted areas, etc) on guideway side of street

*SW Spokane is a divided roadway underneath the West Seattle Bridge (two separate roadways).

Table 2: Monorail Transit Way Agreement Risk Issues and Provisions

	Risk Item	Transit Way Agreement Provisions
I.	<u>CONSTRUCTION & FIXED FACILITIES RISKS</u>	
A	DAMAGE TO CITY FACILITIES DURING CONSTRUCTION	
	General Provisions	SMP must promptly repair to same or better condition; SMP must maintain or cause to be maintained \$150 M insurance coverage, with City named as additional insured party.
	Damage to the West Seattle Bridge	Builder's Risk insurance coverage for Maximum Probable Loss during construction, with City named as additional insured party.
B	HAZARDOUS MATERIALS EXPOSED DURING CONSTRUCTION	City indemnified from claims arising from Haz Mat presence/migration/remedial work in rights-of-way as related to or encountered during construction or operation of the Project.
C	FAILURE TO COMPLETE	
	Fiscal Validation Prior to Construction	No construction without concurrence of Director of Finance & City Council that SMP has resources to construct/operate/maintain.
	Removal of Monorail Transit Facilities/Restoration of City Facilities	SMP to provide or cause to be provided a \$54 M Removal Bond, or cause Performance Bond to be applicable to Removal.
D	CESSATION OF USE AFTER COMPLETION	
	Removal of Monorail Transit Facilities	Pledge of SMP taxing authority to removal obligation.
E	UNANTICIPATED FISCAL IMPACTS OF MONORAIL TRANSIT FACILITIES	
	Increased Costs of Routine Maintenance/Repair of City Facilities	SMP responsible for incremental cost.
	OPERATION & MAINTENANCE RISKS	
A	DAMAGE TO CITY FACILITIES	SMP must promptly repair to same or better condition; SMP must maintain or cause to be maintained \$150 M insurance coverage, with City named as additional insured party.
B	DAMAGE TO MONORAIL TRANSIT FACILITIES	
	Caused by City's Negligence	City responsible for reasonable cost of repair, proportional to its concurrent negligence.
	Caused by Natural Occurrence	City not responsible for repair.